for the damages paid the employee. *Hood & Sons* v. *Maryland Casualty Co.*, 206 Mass. 223. See NOTES, p. 221.

INSURANCE — RIGHTS OF BENEFICIARY — MURDER OF INSURED BY BENEFICIARY. — After murdering the insured, the beneficiary of a life insurance contract sought to recover from the insurer the amount of the policy. *Held*, that he cannot recover. *Filmore* v. *Metropolitan Life Ins. Co.*, 92 N. E. 26 (Oh.).

After the murder of the insured by the beneficiary the insurance company admitted liability upon the policy. The administrator of the insured and the administrator of the beneficiary each claimed the proceeds. *Held*, that the administrator of the insured is entitled to recover. *Anderson* v. *Life Insurance Co. of Virginia*, 67 S. E. 53 (N. C.). See NOTES. p. 227.

INTERSTATE COMMERCE — WHAT CONSTITUTES INTERSTATE COMMERCE — FOREIGN CORPORATION PREPARING OUTSIDE STATE AND EXHIBITING IN IT ADVERTISEMENT OF LOCAL BUSINESS. — A foreign corporation contracted with a resident of Michigan to prepare and exhibit for three years in Michigan a sign, bearing an advertisement of the resident's business. The sign was to be prepared outside the state. In an action by the corporation for the sum due it on the contract after two years' exhibition, the defendant showed that the plaintiff had not fulfilled the requirements for doing business laid down by a statute which did not apply to interstate commerce. *Held*, that the transaction does not constitute interstate commerce. *Imperial Curtain Co.* v. *Jacob*, 127 N. W. 772 (Mich.). See NOTES, p. 230.

JUDGMENTS — COLLATERAL ATTACK — PUNISHMENT FOR CONTEMPT. — In contempt proceedings, the defendant contended that there were not sufficient grounds for granting the order which he had disobeyed. *Held*, that this defense is invalid. *Starkweather* v. *Williams*, 76 Atl. 662 (R. I.).

If a decree is utterly void, the party affected is justified in disregarding it, and may attack its validity when prosecuted for contempt. *Dodd* v. *Una*, 40 N. J. Eq. 672. A decree may be void because the court has no jurisdiction over the parties or subject matter. *In re Sawyer*, 124 U. S. 200. Or, a court having authority to hear the cause may grant relief of a kind that lies without its jurisdiction. *McHenry* v. *State*, 91 Miss. 562. When, however, the court has jurisdiction, the fact that an order was erroneously or improvidently issued does not justify disobedience. The proper remedy is an appeal on the merits. *Erie Ry. Co.* v. *Ramsey*, 45 N. Y. 637; *Clark* v. *Burke*, 163 Ill. 334.

LANDLORD AND TENANT — ASSIGNMENT AND SUBLETTING — SUB-LESSEE'S BREACH OF COVENANT TO REPAIR: MEASURE OF DAMAGES. — In 1855, A leased premises for ninety-nine years to B, who covenanted to repair. In 1887 B sublet to C, who covenanted to repair in the same terms as those of the head lease. In 1908 A sued B for failure to repair, and B, in addition to damages, paid a fine and costs to avoid a forfeiture. B thereupon sued C on his covenant, and sought to include in his damages the costs of the former action. *Held*, that he cannot recover the costs. *Clare* v. *Dobson*, *London Times*, Oct. 21, 1910, p. 3 (K. B. D.).

If C's covenant were to perform the covenant in the head lease, it would be a covenant of indemnity and B's costs would be recoverable. *Hornby* v. *Cardwell*, 8 Q. B. D. 329. But a covenant by a sub-lessee to repair, although in the terms of the lessee's covenant, is not a covenant of indemnity. *Pontifex* v. *Foord*, 12 Q. B. D. 152. The rule of damages, however, in breach of contract covers damages which might reasonably have been contemplated by both parties when the contract was made. *Hadley* v. *Baxendale*, 9 Exch. 341. Under